

ORIGINAL

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Attorneys for Idaho Power Company

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IDAHO PUBLIC
UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IDAHO POWER COMPANY,

Complainant,

vs.

GLENN'S FERRY COGENERATION
PARTNERS, LTD., a Colorado limited
partnership,

Respondent.

Case No. IPC-E-08-20

**AFFIDAVIT OF COUNSEL IN
SUPPORT OF IDAHO POWER
COMPANY'S REPLY BRIEF IN
SUPPORT OF MOTION TO
DISMISS WITHOUT PREJUDICE**

STATE OF IDAHO)
: ss.
County of Ada)

I, Bruce C. Jones, being first duly sworn upon oath, depose and state as follows:

AFFIDAVIT OF COUNSEL IN SUPPORT OF IDAHO POWER COMPANY'S REPLY BRIEF IN SUPPORT OF
MOTION TO DISMISS WITHOUT PREJUDICE - 1

1. I am an attorney with the law firm of Jones & Swartz PLLC, and am authorized to practice law before this and all courts of the State of Idaho.

2. I am counsel of record for Idaho Power Company in the above-entitled action.

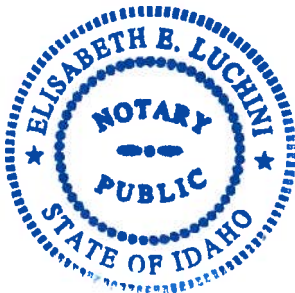
3. Attached hereto as Exhibit A is a true and correct copy of the May 19, 2011 letter from Randy C. Allphin, Senior Energy Contract Coordinator, Idaho Power Company, to Charles R. Walker, Jr. or Asset Manager, Glenns Ferry Cogen Partnership, Ltd.


FURTHER YOUR AFFIANT SAYETH NAUGHT.



BRUCE C. JONES

SUBSCRIBED AND SWORN TO before me this 13th day of September, 2011.





Notary Public for Idaho
My Commission expires 7.8.12

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 13th day of September, 2011, a true and correct copy of IDAHO POWER COMPANY'S REPLY BRIEF IN SUPPORT OF MOTION TO DISMISS WITHOUT PREJUDICE was served upon all parties of record in this proceeding, by the method indicated, addressed as follows:

Kristine Sasser
Deputy Attorney General
IDAHO PUBLIC UTILITIES COMMISSION
472 W. Washington [83702]
P.O. Box 83720
Boise, ID 83720-0074
Commission Staff

[] U.S. Mail
[] Fax:
☒ Messenger Delivery
[] Email: kris.sasser@puc.idaho.gov

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Molly O'Leary
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P.O. Box 7218
Boise, ID 83707
Counsel for
Glenns Ferry Cogeneration Partners, Ltd.

[] U.S. Mail
☒ Fax: 938-7904
[] Messenger Delivery
[] Email: peter@richardsonandoleary.com
molly@richardsonandoleary.com



BRUCE C. JONES

EXHIBIT A
to Affidavit of Counsel in Support of Idaho Power Company's
Reply Brief in Support of Motion to Dismiss Without Prejudice

EXHIBIT A
to Affidavit of Counsel in Support of Idaho Power Company's
Reply Brief in Support of Motion to Dismiss Without Prejudice



May 19, 2011

Randy C. Allphin
Senior Energy Contract Coordinator

Glenns Ferry Cogen Partnership, Ltd.
Attn: Charles R. Walker, Jr. or Asset Manager
41 S. Prospect Avenue
Park Ridge, IL 60668

Original: Overnight Mail delivery

E-mail: Chuck Walker [cwalker@eogllc.net]

Re: Magic West Firm Energy Sales Agreement

Mr. Walker:

In response to your April 26, 2011 e-mail to Mr. Donovan Walker, please be advised that Idaho Power will not accept the delivery of energy from the Glenns Ferry facility (Facility) pursuant to the December 9, 1992 Firm Energy Sales Agreement (Agreement) between Idaho Power Company and Glenns Ferry Cogeneration Partners, Limited (GFCP), or otherwise, because GFCP has materially breached the Agreement.

First, pursuant to Article XXIV of the Agreement, Idaho Power has not approved the transfer of partnership interests. Idaho Power is entitled to approve GFCP's transfer of rights or obligations "by merger, or otherwise." The very broad language of the assignment provision is designed to ensure that Idaho Power knows who it is dealing with and that those running GFCP are capable of meeting the requirements of the Agreement. Needless to say, Idaho Power is incapable of evaluating the consent to assignment as you have refused after multiple requests to provide Idaho Power with the Purchase and Sale Agreement purporting to transfer partnership interests.

Second, GFCP has breached the agreement because the Facility no longer has a thermal host, resulting in GFCP no longer maintaining its status as a qualifying facility under PURPA. Paragraph 3.2 of the Agreement provides that GFCP's "failure to maintain qualifying facility status will be a material breach of this Agreement."

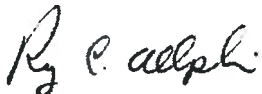
Third, GFCP has failed to maintain the dedicated telephone circuit allowing the continuous telemetering of the Facility's kilowatt output to Idaho Power's Designated Dispatch Facility and remote operations of interconnection equipment as required by paragraph B-7 of Appendix B to the Agreement.

This letter will serve as notification that as soon as 5 PM Mountain Standard Time on May 23, 2011, Idaho Power will physically adjust the interconnection relay settings at this site that will result in the Facility being disconnected from the Idaho Power electrical system if the generation unit is started. If this disconnection is triggered by the start of the generation unit, not only the generator will be disconnected from the Idaho Power electrical system, but also the electrical service to the project will be disconnected.

In addition, if you desire to continue to receive energy from Idaho Power at this site, you will need to establish a routine commercial retail service for this location. Please contact me if you wish to do this and I will arrange for the appropriate Idaho Power personnel to contact you and work through the process of establishing this electric service account in accordance with the applicable Idaho Power Tariffs. If you have not notified me with your desire to establish this retail account no later than 5 PM Mountain Standard Time on May 31, 2011, Idaho Power Company will assume you do not wish to have electrical service at this location and the electrical service will be physically disconnected.

Under no circumstances will the electrical system be enabled to allow delivery of energy from this Facility to Idaho Power until such time as the material breaches of the current agreement have been resolved and/or a separate agreement is executed that would enable the Facility to begin generation of electrical energy.

Sincerely,



Randy C. Allphin
Senior Energy Contract Coordinator

Cc: (IPCo) Donovan Walker
(IPCo) Jason Williams
Bruce Jones